



COUNTY OF LOS ANGELES

Child Support Services Department



Philip L. Browning
Director

April 15, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES
DEPARTMENT (CSSD) TO ENTER INTO AN AGREEMENT WITH THE STATE OF
TEXAS "E-BRIDGES TO MEXICO COMMUNICATION NETWORK" (E-BRIDGES)**

ALL DISTRICTS
(3-Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the enclosed Agreement between the Los Angeles County Child Support Services Department (CSSD) and the State of Texas, to improve child support establishment and enforcement at the U.S./Mexico Border by the placement and use of the Office of the Attorney General of Texas (OAG) video equipment in the office of the CSSD Interstate Division. This agreement has no County cost and is effective upon execution by the Los Angeles County Board of Supervisors and shall terminate on August 31, 2008, unless terminated earlier by provisions of this agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The enclosed Agreement with the State of Texas provides equipment to be used for interagency conferences, training and the facilitation of court hearings for the establishment of paternity, and establishment and enforcement of support orders for children in both the United States and Mexico.

An Agreement is needed with an independent Contractor due to procedural limitations in Mexican law. CSSD is unable to obtain a child support order for a resident of Los Angeles whenever the non-custodial parent lives in Mexico, because the personal appearance of the custodial parent is required in the Mexican Courts. Utilizing federal grant financing, the State of Texas has placed electronic computer and video equipment in U.S. Child Support offices and Mexican courts, in order to meet personal appearance requirements through video conferencing methods. The Texas project is being extended to a limited number of jurisdictions in the U.S. and courts in Mexico to evaluate the effectiveness of obtaining and enforcing support order through the use of video conferencing equipment. Los Angeles County has been selected to receive equipment because of its strategic location. This project will provide electronic linkage to approximately 8-13 local courts in Mexico which will serve as demonstration sites.

If the program proves to be successful, it is envisioned that the program would be expanded, thereby providing child support services to a portion of our community that, due to legal obstacles, is unable to receive child support assistance.

It is recommended that the Board adopt the Agreement as Los Angeles County will be on the cutting edge of providing additional meaningful child support services.

FISCAL IMPACT/FINANCING:

The United States Department of Health and Human Resources, Administration for Children and Families, Office of Child Support Enforcement (OCSE) approved and granted federal funds for the implementation of E-Bridges including the placement and use of OAG equipment in offices in Mexico and the United States for the duration of E-Bridges. The grant was awarded to the State of Texas Office of the Attorney General. Texas will cover all incurred costs and there will be no fiscal impact on Child Support Services budget, current services or the County's general fund.

FACT AND PROVISIONS/LEGAL REQUIREMENTS:

OAG has been authorized by the OCSE to undertake an initiative known as "E-Bridges to Mexico Communication Network" (E-Bridges) to improve child support establishment and enforcement at the U.S./Mexico border. OSCE has approved and granted federal funds for the implementation of E-Bridges, including the placement and use of OAC equipment in offices in Mexico and the United States for the duration of E-Bridges, as specified in the OAG Grant Application attached hereto. The Agreement has been approved as to form by County Counsel.

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This agreement is effective upon execution by the Los Angeles County Board of Supervisors and shall terminate on August 31, 2008, unless terminated earlier by provisions of this agreement.

CONTRACTING PROCESS:

This Agreement was presented to CSSD by the OAG for participation in the E-Bridges Demonstration Grant.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

There will be no negative impact on current services or other County departments. It is hoped that this agreement will improve current services to children with non-custodial parents in certain areas of Mexico (to be determined) whose courts will have electronic connections to our office.

CONCLUSION:

Instruct the Executive Officer-Clerk of the Board to send one original and one copy of the Agreement to the Attorney General of Texas, Child Support Division, Mail Code 058-3, P.O. Box 12017, Austin, TX 78711-2017 and one original to Child Support Services Department, 5770 South Eastern Avenue, Commerce, CA 90040, attention Elisha Gardner at (323) 889-3414.

Respectfully submitted,



Philip L. Browning
Director

PLB:lb

Attachment

c: Executive Office, Board of Supervisors
Chief Administrative Officer
County Counsel

**E-BRIDGES CONTRACT BETWEEN
THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES DEPARTMENT
AND THE STATE OF TEXAS**

Contract No. : 03-C0093

1. INTRODUCTION

The Attorney General of Texas (AG) has been authorized by the United States Department of Health and Human Resources, Administration for Children and Families, Office of Child Support Enforcement (OCSE) to undertake an initiative known as "E-Bridges to Mexico Communication Network" (E-Bridges) to improve child support establishment and enforcement at the U.S./Mexico border. OCSE has approved and granted federal funds for the implementation of E-Bridges, including the placement and use of AG equipment in offices in Mexico and the United States for the duration of E-Bridges, as specified in the AG Grant Application attached hereto and incorporated herein by reference. This agreement relates to the placement of AG equipment in the office of the Los Angeles County Child Support Services Department, Interstate Division (CSSD).

2. EQUIPMENT

2.1 Identification of Equipment: The following AG equipment has been identified as reasonable and necessary for this agreement at the initial stage of the pilot:
Hardware:

EQUIPMENT
MONITOR PICTURETEL XGA SME -7
MONITOR PICTURETEL VME-72V3
PC PICTURETEL PT900
CAMERA PICTURETEL PTZ-4N
MUX ALPHA TEL QUAD NTI UT4620
CAMERA CANON VIDEO VISUALIZER
MICROPHONE PICTURETEL
PC DELL OPTIPLEX GX110T 733MHZ
PRINTER OPTRA E312 13T0000

Software: MS OFFICE SUITE 2000

2.2 Additional Equipment: If in the sole discretion of the AG, any additional equipment is deemed necessary, then additional equipment may be added without the necessity of an amendment to this contract and all requirements regarding inventory will apply, as well as all other provisions of this contract. All equipment, devices or accessories deemed reasonably

necessary will be used for interagency conferences, training and the facilitation of court hearings for the establishment of paternity, and establishment and enforcement of support orders for children in both the United States and Mexico.

2.3 Delivery of Equipment: AG will deliver the equipment to Los Angeles County Child Support Services Department, Interstate Division, 5701 South Eastern Avenue, Suite 201, Commerce, California 90040.

2.4 As is the standard with all AG equipment, any equipment provided by the AG (including but not limited to personal computer peripheral devices and software) shall remain the property of the AG and all titles and rights remain with the AG. The parties shall certify the asset information listed on the AG Interdepartmental Equipment Transfer (IDET) form, which will be provided to Foreign (Mexican or U.S. State) Support Enforcement Agency (CSSD) by the AG upon execution of this agreement. CSSD shall provide the AG with the physical address and actual location of each piece of AG provided equipment and shall acknowledge receipt, as well as its fiduciary and pecuniary responsibility, with its signature. IDET forms shall be returned, with original signature, to the AG liaison assigned to this Pilot. CSSD shall designate a custodian for the equipment, provide the AG with quarterly inventory reports required by Texas law, and respond to all AG inventory and custodian verification within two (2) working days of receipt of the request. In the event that the physical address or actual location of any piece of equipment changes, CSSD agrees to provide the new physical address or new actual location to the AG within five (5) working days.

2.5 CSSD and the AG shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage or theft of the equipment shall be reported to the AG within one (1) workday of discovery of same. Each party shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of or the failure to exercise reasonable care for the equipment's safekeeping on the part of that party, its agents or its contractors. In the event of missing equipment which has been provided to CSSD by the AG, CSSD is obligated to have its property management liaison make every attempt to locate the item. If the missing item is not found in a reasonable time and there is suspicion of theft, CSSD shall notify the local police department immediately. CSSD shall forward to the AG liaison a Lost or Stolen Property Report (to be provided to CSSD by the AG upon execution of this agreement) and a copy of the police incident report.

2.6 Equipment provided to CSSD must be available for use for tasks related to Title IV-D child support cases and the grant issued, a copy of which is attached hereto and incorporated by reference herein.

2.7 CSSD shall comply with all license agreements associated with the AG-provided software. CSSD agrees that it will permit no copying of software installed on the equipment provided and will abide by the terms of each licensing agreement involved in the purchase or use of each application of software installed on the identified computer and/or associated office equipment subject to this contract. Before CSSD execution of this agreement, the AG shall provide CSSD with a copy of each licensing agreement associated with the equipment identified herein and obtain CSSD certification of compliance. For later provided equipment not specifically identified herein, the AG shall provide copies of applicable licenses and obtain such certification before physically transferring the equipment.

2.8 CSSD shall not install any software upgrades or programs on any hardware provided by the AG without the knowledge and consent of the AG.

2.9 CSSD and the AG shall verify the quarterly inventory reports provided as stated herein and timely return the verified reports to the AG liaison.

2.10 AG shall have all reasonable rights of access to the equipment provided by the AG during the normal business hours of CSSD.

2.11 With regard to any equipment (including software) provided by the AG pursuant to this agreement, the AG makes no representations and warranties, either express or implied, and expressly disclaims all implied warranties, if any, of merchantability and fitness for any particular purpose. The AG shall not be liable for any lost profits or savings, lost data, or other consequential damages, even if the parties have been advised of the possibility of, or could have foreseen such damages.

3. STATEMENT OF SERVICES TO BE PERFORMED

3.1 AG agrees to use its best efforts to collaborate with CSSD in using the equipment in furtherance of the stated objectives of E-Bridges as reflected in the attached grant application.

3.2 CSSD will receive the equipment at CSSD's address. CSSD will be responsible for maintaining the equipment in accordance with AG standards, rules and regulations, including allowing the periodic inspection of the equipment by AG personnel. CSSD will be responsible for obtaining a long distance service provider. In consideration for the payment by the AG of \$150.00 (One Hundred Fifty Dollars and No Cents) USD per month to CSSD from the effective date of this agreement through and including the month of August 31, 2003, CSSD agrees to participate in the E-Bridges Demonstration Grant as requested by project manager, Gary Caswell. The \$150.00 (One Hundred Fifty Dollars and No Cents) per month shall be used by CSSD to pay periodic line, long distance charges and other recurring costs associated with use of the equipment as contemplated by the E-Bridges Demonstration Grant. In return for this payment, the AG acknowledges the receipt of services from CSSD of a value equal to or greater than \$150.00 (One Hundred Fifty Dollars and No Cents) per month. Any long distance charges or other recurring cost associated with use of the equipment beyond \$150.00 (One Hundred Fifty Dollars and No Cents) per month from the effective date of this agreement through and including the month of August 31, 2003, will be the sole responsibility of CSSD. After August 31, 2003, all costs associated with the use of the equipment will be the sole responsibility of CSSD. CSSD agrees to use its best efforts to collaborate with the AG in using the equipment in furtherance of the stated objectives of E-Bridges as reflected in the attached grant application.

3.3 Upon expiration or termination of this agreement or as otherwise mutually agreed to by the AG and CSSD, the AG will take delivery of the equipment at Los Angeles County Child Support Services Department, Interstate Division, 5701 South Eastern Avenue, Suite 201, Commerce, California 90040.

3.4 This agreement is effective upon execution by the County of Los Angeles Board of Supervisors and shall terminate on August 31, 2008, unless terminated earlier by provisions of this agreement.

4. GENERAL REQUIREMENTS

4.1 Written Notice Delivery

4.1.1 Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section.

4.1.2 CSSD: The address for all purposes under this agreement and for all notices hereunder shall be:

Los Angeles County Child Support Services Department
Interstate Division
5701 South Eastern Avenue, Suite 201
Commerce, California 90040.

4.1.3 AG: The address of the AG for all purposes under this agreement and for all notices hereunder shall be:

Cynthia Bryant
Deputy Attorney General for Child Support
The Attorney General of Texas
P.O. Box 12017
Austin, Texas 78711-2017

4.2 Liaisons

CSSD and the AG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the agreement. The liaison named by CSSD shall serve as the initial point of contact for any inquiries made pursuant to this agreement by the AG and respond to any such inquiries by the AG. The liaison named by the AG shall serve as the initial point of contact for any inquiries made pursuant to this agreement by CSSD and respond to any such inquiries by CSSD. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing

4.2.1 The AG liaison for this agreement is:

Gary Caswell, Assistant Attorney General, International Coordination
Child Support Division
The Attorney General of Texas
P.O. Box 12017
Austin, Texas 78711-2017
(210) 337-0058

4.2.2 The CSSD liaison for this agreement is:

Lawrence S. Silverman, Head Attorney
Los Angeles County Child Support Services Department

Interstate Division
5701 South Eastern Avenue, Suite 201
Commerce, California 90040
(323) 869-3233

5. TERMS AND CONDITIONS

5.1 Termination of the Agreement: Either party shall have the right in each party's sole discretion and at its sole option to terminate this agreement by giving the other party thirty (30) calendar days written notice of its intention to terminate. Exercise by either party of its right to terminate the agreement does not relieve any party of its obligations under this agreement prior to the termination.

5.2 Changes in Mexican, United States (U.S.) or State of Texas Requirements: If Mexican, U.S., or the States of Texas or California laws or regulations or other requirements are amended or judicially interpreted so that neither party can reasonably fulfill this agreement; the parties shall be discharged from any further obligations under this agreement. Also, if the parties cannot agree to an amendment that would enable substantial continuation of the agreement, the parties shall be discharged from any further obligations under this agreement.

5.3 Applicable Law and Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas, except for the provisions regarding conflicts of laws. The venue of any suit brought for any breach of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

5.4 Heading: The headings for each section of this agreement are stated for convenience only and are not to be construed as limiting).

5.5 Amendment: This agreement shall not be amended or modified except by written agreement executed by duly authorized representatives of the AG and CSSD.

5.6 Assignment: Except as specifically provided herein, this agreement may not be assigned or delegated by either party in whole or in part without the prior written consent of the other party.

In the event that the AG will no longer serve as the State of Texas Title IV-D Agency by operation of law, the AG may assign this agreement to another governmental entity which has been designated by law as the State's IV-D Agency, upon thirty (30) calendar days written notice to CSSD.

5.7 Entire Agreement: This instrument, consisting, of nine (9) pages plus an Exhibit, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained herein.

5.8 Security of Information

5.8.1 General: Both parties shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and

regulatory provisions, which are included in all AG contracts, include but are not limited to: 45 C.F.R. §303.21 (Safeguarding Information); 45 C.F.R. §303.30 (Securing Medical Support Information); §231.108 of the Texas Family Code; and the United States Internal Revenue Code (I.R.C.) §6103. Should the parties, their officials or one of their employees make any unauthorized inspection(s) or disclosure(s) of Title IV-D Information, this agreement may be immediately terminated by either party. CSSD will take care not to disclose information provided by AG, including particularly to any legislative body (local, state or federal), which could tend to identify such applicants or recipients of financial or other assistance or support enforcement services pursuant to the Federal Social Security Act of 1935, as amended. No electronic list or mailing list of recipients of services shall be created, distributed, or used. Payment history information may not be disclosed to anyone other than the court, the parties, the guardian ad litem for the child, and the custodial and non-custodial parent or the authorized representative of the custodial and non-custodial parent. CSSD stipulates that all IV-D information is confidential and agrees that it shall not use nor release IV-D case information except under the circumstances limited to this contract.

5.8.2 Internal Revenue Service (IRS) Information of the United States of America: The following sections are required in all AG contracts. To the extent that CSSD is provided access to child support payment records that may contain information about the collection of income tax refund offset for payment of child support, CSSD must comply with the following provisions. Under the I.R.C., this information is considered Federal tax return information, for which unauthorized access or disclosure carries civil and criminal penalties, more specifically described later in this contract and the attachments hereto. Therefore, CSSD, its authorized agents, and employees may not disclose any IV-D payment records except as authorized in paragraph 5.8.1. Furthermore, in performance of this contract, CSSD agrees to comply and assume responsibility for compliance by its officials and employees with the following requirements:

5.8.2.1 All work shall be performed under the supervision of CSSD, the AG, their officials or responsible employees.

5.8.2.2 The child support payment histories containing any return or return information made available shall be used only for the purposes of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an authorized official or employee of the parties (or as provided in paragraph 5.8.1 above for payment history information) shall require prior written approval by the AG and the IRS. Requests to make such inspections or disclosures should be made in writing to both the AG liaison and the U.S. IRS Disclosure Officer, Department of the Treasury, 300 E. Eighth Street, Austin, TX 78701.

5.8.2.3 Should CSSD or the AG, its officials or one of its employees make any unauthorized inspection(s) or disclosure(s), this agreement may be immediately terminated by either party.

5.8.2.4 Each official or employee of any person at any tier to whom the child support payment history containing IRS return information is or may be disclosed shall be notified in writing of the penalties for unauthorized access to or disclosure of tax return information and the information disclosed to such official or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for any purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction

by a fine of as much as \$5,000.00 (Five Thousand Dollars and No Cents) or imprisonment for as long five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000.00 (One Thousand Dollars and No Cents) with respect to each instance or unauthorized disclosure, plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages plus the cost of the action. These penalties are prescribed by I.R.C. §§7213 and 7431 and set forth at 26 C. F. R. §301.6103(n).

5.8.2.5 Each official or employee of any person to whom the child support payment history containing IRS return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of such returns or return information for a purpose or extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 (One Thousand Dollars and No Cents) or imprisonment for as long as 1 year; or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such inspection of the child support pay history containing return information may also result in an award of civil damages against the official or employees in an amount equal to the sum of the greater of \$1,000.00 (One Thousand Dollars and No Cents) for each act of unauthorized inspection with respect to which such defendant is found liable, or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection. In the case of a willful inspection or an inspection which is the result of gross negligence; punitive damages, plus the costs of the action may be awarded. The penalties are prescribed by I.R.C. §7213A and 7431.

5.8.2.6 Additionally, it is incumbent upon both parties to inform their officers and employees of the penalties for improper disclosure imposed by the United States Privacy Act of 1974, 5 U.S.C. §552x. Specifically, 5 U.S.C. §552a(i)(1), which is made applicable to contractors by 5 U.S.C. §552m (I), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00 (Five Thousand Dollars and No Cents).

5.8.2.7 The IRS and/or the AG have the right to inspect the facilities and operations of both CSSD and the AG. On the basis of such inspection, specific measures may be required in cases where noncompliance with security information safeguards is found.

5.8.2.8 Limited Use or Release of Information: Any and all information provided to CSSD by the AG shall be used only for the purposes of carrying out the provisions of this agreement. The release of certain IV-D information to private attorneys and recipients of IV-D services is limited to the circumstances identified in AG policies and procedures for the release and disclosure of information. Copies of the most recent policies and procedures for the release and disclosure of information shall be made available to CSSD by the AG. Likewise, in the event that CSSD employees are provided access to the records of individual applicants for or recipients of any program administered by the AG or the State of Texas pursuant to the provisions of the Federal Social Security Act of 1935, as amended, CSSD agrees to require CSSD's employees to execute

AG forms entitled "the AG Statement of Responsibility" and "the IRS Information Disclosure Limitation Form", and to return such completed forms to the AG liaison. Upon execution of this agreement, the AG shall provide copies of the designated forms to CSSD. Failure to execute and return any form required by this agreement may result in the immediate termination of the agreement at the AG's discretion.

5.8.2.9 Provision of Funding, by the United States and Appropriations by the Texas Legislature: It is expressly understood that any and all of the AG's obligations and liabilities hereunder are contingent upon the existence of the grant award attached hereto, applicable Texas legislative authority and appropriations, a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement pursuant to the Social Security Act, and on the availability of federal financial participation for the activities described herein. In the event that such approval of the state plan, the availability of federal financial participation, the availability of legislative authority and appropriations, or the grant award should lapse or otherwise terminate, the AG shall promptly notify CSSD of such fact in writing. Upon such occurrence, this agreement shall terminate simultaneously with such lapse or termination.

5.8.2.10 Records Retention: CSSD shall maintain all program records, including financial, if applicable, supporting documents, statistical records, and other records relating to the E-Bridges Project and this agreement. CSSD shall retain all such records for a period of three (3) years after the completion of the E-Bridges Project and this agreement, or until all audit and litigation matters are resolved, whichever is longer. CSSD shall grant access to all books and records pertinent to the E-Bridges Project pursuant to this agreement to the AG, the State Auditor of Texas, the United States Department of Health and Human Services, and the Comptroller General of the United States.

5.8.2.11 Attachment: The Exhibit which is attached hereto and incorporated by reference represents grant materials regarding E-Bridges.

IN WITNESS THEREOF the Board of Supervisors of the County of Los Angeles has caused this agreement for E-Bridges to be subscribed by the Chairperson and the seal of said board to be hereto affixed and attested by the Executive officer and Clerk there, and the Texas Attorney General has caused this Agreement to be signed by its duly authorized officer, the day, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk

By: _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Kane Brown
Deputy

C. Bryant
Cynthia Bryant
Deputy Attorney General for Child Support
Texas Attorney General's Office
P.O. Box 12017
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